

LETTER OF AGREEMENT
between the
STATE OF ALASKA
and the
PUBLIC EMPLOYEES LOCAL 71
representing the
LABOR, TRADES AND CRAFTS UNIT

**DOT&PF Northern Region Winter Operations;
Alternate Workweek Agreement (7-on/7-off Schedule)**

19-LL-114

It is mutually agreed between the parties that the following terms and conditions of employment will apply to Department of Transportation & Public Facilities (DOT&PF) employees in the Northern Region and who are assigned to work a two-week, seven (7) days on/seven (7) days off work schedule during winter operations. No provision of the July 1, 2018 through June 30, 2021 master agreement not specifically referenced herein is modified by this agreement.

The assigned seven (7) day work schedule will cover two successive workweeks, resulting in eighty (80) hours of work over two workweeks. Forty (40) hours are established in each workweek to ensure compliance with the Fair Labor Standards Act. The defined workweek and scheduled hours will be according to the attached assignment form. It is understood that an employee may be temporarily assigned to a normal workweek of five (5) consecutive eight (8) hour days, if necessary, to accommodate travel assignments, training or other reasons which would require such scheduling. When this temporary schedule change occurs, normal contractual provisions apply.

Winter operations begin each October 1st and end on March 30th of the following year. Use of this alternate workweek schedule is limited to periods during winter operations.

For purposes of this agreement the following articles with their stated terms and conditions have been modified:

Article 13.06 – Premium Pay the second, third and fifth paragraphs of subsection A and the first and second paragraphs of subsection C are amended as follows:

A. Overtime. An employee shall be paid overtime for all work in excess of twelve (12) hours of work in any one shift and forty (40) hours of work in any one (1) workweek, at one and one-half (1.5) times the basic rate of pay.

For purposes of clarification it is agreed that the employee's scheduled days off follow the employee's seven (7) scheduled work days of their work schedule.

For all work performed on a shift starting on the employee's scheduled days off, one and one-half (1.5) times the employee's basic rate of pay shall be paid for that shift. However, for all work performed on a shift starting on the employee's fifth through the seventh scheduled day off following the seven (7) regularly scheduled days of work, two (2) times the employee's basic rate of pay shall be paid for that shift, provided the employee worked on each of the seven (7) regularly scheduled days of work and the first through fourth scheduled days off.

C. Shift Differential. All bargaining unit members who work a swing shift beginning between 11:00 a.m. and 5:59 p.m. are entitled to three and three quarters percent (3.75%) of the employee's base hourly rate for each hour worked on that daily shift.

All bargaining unit members who work a graveyard shift beginning between 6 p.m. and 5:59 a.m. are entitled to seven and one-half percent (7.50%) of the employee's base hourly rate for each hour worked on that daily shift.

Article 14.01 – Workweek the first paragraph is amended as follows:

Each workweek shall consist of forty (40) hours in pay status and all permanent full-time employees shall be guaranteed a full workweek provided they are ready, willing and able to work, unless suspended, on layoff or leave without pay. The designated workweek, the seven (7) day work schedule, and the two-week period shall be specified on the assignment form.

Article 18.01 – Meal Break is amended as follows:

An unpaid meal period of not less than thirty (30) minutes or more than one (1) hour shall be allowed approximately midway of each shift. If the employee is scheduled to work more than twelve (12) hours in a day, the employee may request an additional unpaid meal period. The employee shall be relieved of all work-related duties and responsibilities during such meal periods.

Article 18.03 – Holidays all paragraphs following the holiday list are amended as follows:

Designated holidays will be observed on the calendar day on which they fall. In order to maintain the established schedule, each employee will be expected to work their regular schedule, including designated holidays.

If a holiday falls on the employee's regularly scheduled day of work, the employee shall be paid in accordance with Article 13.06.B – Holiday Pay.

If a holiday falls on the employee's regularly scheduled day off, the employee shall be credited with eight (8) hours of personal leave in lieu of holiday pay.

Article 19.02 – Use of Personal Leave is amended to include the following in the respective paragraphs:

- A. Leave use will be charged hour-for-hour up to the maximum number of hours the employee is scheduled to work on a day that leave is taken.
- B. Medical appointments such as physical, dental, vision or hearing exams, except for emergency care, will be made on the employee's scheduled days off. Medical appointments on an employee's scheduled work day will require a doctor's certification that the employee was not fit for duty during the work time missed.

Article 19.03 – Mandatory Leave Usage the second paragraph is amended as follows:

Up to eighty (80) hours of personal leave cashed-in under Article 19.04 will be applied to the employee's mandatory leave usage requirement.

This agreement is effective October 1, 2018 and remains in effect through June 30, 2021, except that it may be canceled by either party with thirty (30) days written notice. This agreement is entered into solely to address the specific circumstance of this particular situation. It does not establish any practice or precedent between the parties. This agreement shall not be referred to in any other dispute, grievance, arbitration, hearing, or any other forum, except as may be necessary for the execution of its terms.

FOR THE STATE OF ALASKA:

/*Signature on File*/

Kate Sheehan, Director
Division of Personnel & Labor Relations
Department of Administration

Date

10/15/18

FOR PUBLIC EMPLOYEES Local 71:

/*Signature on File*/

for Dennis Moen
Business Manager

Date

10/12/18

Jordan Adams